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## City of Baltimore and Baltimore Teachers Union, American Federation of Teachers, AFL-CIO, Local 340 (1980)

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## City of Baltimore and Baltimore Teachers Union, American Federation of Teachers, AFL-CIO, Local 340 (1980)

### Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### Comments

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**Memorandum of Understanding**

**between**

**CITY OF BALTIMORE**

**and the**

**BALTIMORE TEACHERS UNION**

**LOCAL #340**

**AMERICAN FEDERATION OF**

**TEACHERS, AFL-CIO**

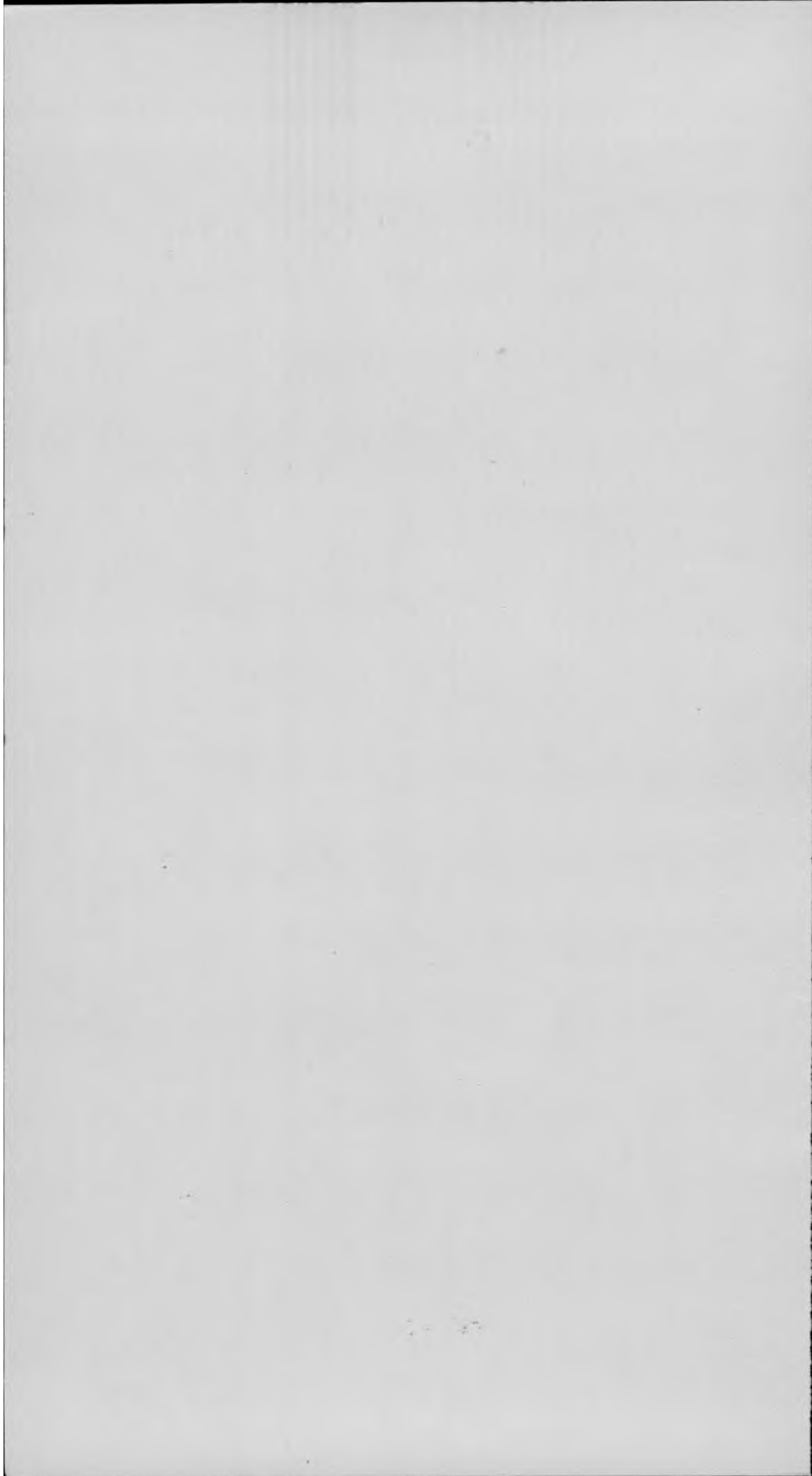
**FISCAL YEARS 1981 and 1982**

**AGREEMENT COVERING**

**ALL PARAPROFESSIONALS**



X-6/82





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# MEMORANDUM OF UNDERSTANDING

\* \* \* \* \*

CITY OF BALTIMORE

\* \* \* \* \*

BALTIMORE TEACHERS UNION

LOCAL #340

AMERICAN FEDERATION OF TEACHERS, AFL-CIO

\* \* \* \* \*

FISCAL YEARS 1981-1982

AGREEMENT COVERING ALL  
PARAPROFESSIONALS

This Agreement is entered into this 10th day of July, 1980 between the Employer and the Baltimore Teachers Union, Local #340, American Federation of Teachers, AFL-CIO ("Union"). To the extent that implementation of these points requires action by the Board of Estimates and/or the City Council, this Memorandum will serve as a request and recommendation to such bodies that it be so implemented.

## ARTICLE I

### A. Declaration Of Principle, Policies And Purpose

It is the intent and purpose of the Union and the Employer to promote and improve the efficiency of the operations of the City of Baltimore and the Department of Education of Baltimore City. In order to render the most efficient public service to the citizens of the City, the Union and the Employer agree that this goal can best be achieved through an orderly, constructive and harmonious relationship between them. The parties hereto are in further accord that effective employee-management cooperation in the public service requires a clear statement of the respective rights and obligations of labor and management and for this purpose enter into this Memorandum of Understanding.

## **B. Definition of Unit**

Paraprofessionals shall include children's aides, research aides, educational assistants, lunch aides, home/school/community liaison workers (home visitors, parent liaison workers, and home community workers), transportation aides, and other employees paid on the salary scales set forth in this Memorandum of Understanding.

## **ARTICLE II**

### **Recognition**

The Employer recognized the Baltimore Teachers Union, Local #340, American Federation of Teachers, AFL-CIO, as the exclusive certified negotiating representative of all eligible employees in the Department of Education of Baltimore City pursuant to the provision of the Municipal Employee Relations Ordinance (Article I, Sections 119-137, of the Baltimore City Code, 1976 Edition).

- A. Once a written agreement is adopted by the Union and the Employer, it shall constitute a binding, legal, and moral commitment on the part of both parties to do everything within their power to secure the execution of the provisions of the agreement.
- B. If a tentative agreement submitted by the Union is rejected by the Paraprofessionals of Baltimore City, negotiations shall be reopened.

## **ARTICLE III**

### **Checkoff And Union Rights**

- A. The Employer agrees to deduct Union dues and service fees from the pay of any employee who authorizes such deductions in writing pursuant to the provisions of the Municipal Employee Relations Ordinance. The Employer shall transmit all such monies withheld to the Union on a monthly basis. The Employer shall also provide to the union, upon request, all necessary information relating to those employees paying service fees.

- B. The Union will be permitted to use the interdepartmental mail service for distribution of approved material to Paraprofessionals provided that such use of the mail service does not interfere with the distribution of the materials of the school system. Approved materials are official publications of the Union appearing on the Union's letterhead.
- C. On at least one (1) full school day's notice in writing to the Administrator of the School, and acknowledged by him, the authorized school representatives of the Union shall have the right to schedule Paraprofessional meetings in the building before or after regular duty hours or during the lunch time of the employees involved.
- D. The Union building representative may request meetings with the Principal, at times mutually acceptable, to discuss questions relating to this Agreement.
- E. Each school is to provide bulletin board space for Paraprofessional use, provided that the allocation of such space does not interfere with or interrupt normal school operation.
- F. Payroll deductions for dues will be continued whenever a Paraprofessional is transferred from one school to another unless that Paraprofessional requests discontinuance.
- G. All employees covered by this Memorandum of Understanding (1) who are employed after September 1, 1976, and elect not to join or remain members of the Union, or (2) who were employed prior to September 1, 1976, and had previously executed membership or dues authorization cards as members of said Union, but hereafter elect to terminate such membership and/or revoke said dues authorization cards, shall, as a condition of continued employment, following their established probationary period, pay a service fee to the Union in an amount not to exceed the then current dues in order to defray the costs incurred by the said Union in

the negotiation, administration and implementation of the terms of the Memorandum of Understanding, and all modifications and amendments thereto, including related proceedings before an impasse panel or arbitrators; in the processing of grievances; in the conduct of disciplinary proceedings and in the appeal thereof; in the protection and improvement of Civil Service rights; and in any and all other proceedings and matters for which the Union is the employees' exclusive representative as a result of its certification.

- H. The above shall not be granted to any other employee organization for the purpose of representing any of the employees outlined in Article I, Section B, above.
- I. The Employer shall not discriminate against an employee in any manner because of membership in or activities on behalf of the Union.

## **ARTICLE IV**

### **Management Rights**

The Employer shall have all of the rights set forth in Article I, Section 123 of the Baltimore City Code (1976 Edition), Title 6, Section 6-501 of the Annotated Code of Maryland, and Article VII, Section 58-60 of the Baltimore City Charter (1966 Revision) which provisions are incorporated herein by reference.

## **ARTICLE V**

### **Fair Practices**

- A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit for which the Union is the certified representative without discrimination as to age, sex, marital status, race, creed, color, handicap, national origin, or political affiliation.
- B. The Employer and the Union agree that they shall not interfere with employees in the exercise of

the rights guaranteed under the Municipal Employees Relations Ordinance.

## **ARTICLE VI**

### **School Calendar And Hours**

- A. Employees covered under this Agreement shall work the same school calendar as teachers.
- B. Classroom Aides, Educational Assistants and Children's Aides shall work the same hours as teachers (15 minutes before and 15 minutes after instruction).
- C. Duty hours for employees covered under this Agreement shall be as assigned provided that:
  - 1. Bus aides shall be regularly scheduled for five (5) hours per work day.
  - 2. All other employees who are regularly scheduled for four (4) or more hours per work day, as of October 15th of any school year, shall not be reduced to a schedule of less than four (4) hours per work day for the remainder of the school year.

## **ARTICLE VII**

### **Grievance And Arbitration Procedures**

Discharge, reduction in pay or position, or suspension for more than thirty (30) days, as provided for in the Article XV, hereof, shall not be subject to the grievance procedure.

- A. Except as hereinabove provided and subject to any limitations of existing law, any grievance defined in the Municipal Employees Relations Ordinance (Section 120F) as a dispute concerning the application or interpretation of the terms of this agreement or a claimed violation, misinterpretation or misapplication of the rules or regulations of the employer affecting the terms and

conditions of employment may be settled in the following manner:

**Step 1**

An employee may appear on his own behalf or be represented by a Paraprofessional Chairman, or an individual designated by the Union. The grievance shall be discussed with the Principal within five (5) school days of the date of the grievance or his knowledge of its occurrence. The Principal shall attempt to adjust the matter within five (5) school days of the presentation of the grievance.

**Step 2**

If the grievance has not been satisfactorily resolved in Step 1, a written appeal may be taken to the Regional Superintendent or his designee on a form to be provided by the Employer and approved by the Union within five (5) school days following the completion of Step 1. The Regional Superintendent or his designee shall meet with and discuss the grievance with the Paraprofessional President, the President of the Local Union or his designee, and the aggrieved employee within five (5) school days after written appeal. An answer to the grievance shall be submitted to the aggrieved employee and to the President of the Local Union in writing on the said form within five (5) school days thereafter.

**Step 3**

If the grievance has not been satisfactorily resolved in Step 2, a written appeal may be filed on said form with the Superintendent of Public Instruction or his designee within five (5) school days following the completion of Step 2. Within ten (10) school days of such appeal, the Superintendent of Public Instruction or his designee shall meet with the Paraprofessional President, the President of the Local Union or his designee, the



aggrieved employee, and such other parties whose presence may be required to discuss the grievance. The Superintendent of Public Instruction or his designees shall respond in writing on the said form within ten (10) school days thereafter.

#### **Step 4 The Board of School Commissioners**

The decision of the foregoing step may be appealed in writing by the aggrieved employee to the Board for review within five (5) school days after the decision of the Superintendent or his designated representative has been received.

After receipt of the appeal, the Board may sit as a whole, or use a committee or a designee to hear the grievance. The Board shall hear the grievance within fifteen (15) days following receipt of the appeal, and shall render its decision no later than seven (7) school days following said hearing. The Superintendent or his designated representative, the Union, and such other persons as are necessary shall be present and state their views. After conferring with the aggrieved employee, the Board shall communicate its decision in writing together with supporting reasons to the aggrieved employee, the Union, and to the lower level hearing officers within the seven (7) school days as aforesaid.

At its option, the Board may choose not to hear the grievance and the Union may then pursue it to arbitration.

#### **Step 5 Arbitration**

- A. In the event that a grievance as defined herein shall not have been resolved at Step 4 of the grievance procedure, the Union may refer such a dispute or difference to arbitration by mailing a written notice to submit to arbitration to the Labor Commissioner and to the Superintendent of Public Instruction within seven (7) school days following receipt of a written decision at Step 4.

If the Union and the Labor Commissioner are unable to agree upon an Arbitrator within five (5) school days after the receipt of the aforesaid written notice, the dispute shall be referred by the Union to the American Arbitration Association for arbitration in accordance with its administrative procedures, practices, and rules. Written notice of such arbitration shall be filed by the Union with the American Arbitration Association or the selected Arbitrator with a copy to the Labor Commissioner and to the Superintendent of Public Instruction within twenty (20) days after the receipt of the written decision at Step 4.

The Arbitrator shall be without power to add to, subtract from, change, or alter any provision of the agreement, Board policy, or of applicable State or local law. The Arbitrator shall hear and decide only one grievance in each case unless mutually agreed otherwise.

The decision of and award made by the Arbitrator shall be final and binding upon all parties to the grievance unless the same is contrary to law. The costs for the services of the Arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the Board of School Commissioners and the Union.

#### **B. Time Limits**

Failure to submit a grievance within the specified time limits or to appeal a grievance to the next successive step or to arbitration within the specified time limits shall be deemed to be a waiver of the grievance and/or acceptance of the decision rendered at that step.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Union to lodge an appeal at the next step of this procedure.

In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is mutually agreeable to the parties. All other grievances filed on or after June 1 will be considered at a time mutually agreeable to the parties, but no later than the beginning of the next school term. To avoid any dispute as to the date of submission or receipt of a grievance appeal, decision, notice or hearing or notice to submit to arbitration, all notices of hearings and/or decisions shall be mailed by school officials by certified or registered mail, return receipt requested, with the date of mailing or postmark and the date of receipt recorded thereon. As an option, such correspondence may be hand delivered but must be signed, timed, and dated by the receiver. By mutual agreement in writing, time limits may be extended.

### **C. General Provisions**

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. The Union shall have the right to initiate a grievance or appeal from the disposition of the grievance of an employee at any step of this procedure. However, only the Union may appeal a grievance to arbitration. Any grievance filed during the life of this agreement shall be processed according to the terms of this agreement.

If a grievance arises from the action of any authority higher than the Step 1 Administrator, such grievance may be initiated at the appropriate step of the grievance procedure.

## **ARTICLE VIII**

### **Leaves**

The provisions of this Article are applicable to all employees who are regularly scheduled to work a minimum of four (4) hours per day, five (5) days per week.

#### **A. Bereavement Leave**

In the case of the death of a parent, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, husband, wife, child or grandchild (including those in this group who are step, half-blood or foster relations), or in the case of the death of a member of the immediate household of an employee, the employee shall be granted a leave of absence without loss of pay for a period not exceeding four (4) consecutive working days beginning with the date of death except that no day during this period on which the employee has been on duty shall be counted in computing the length of the leave.

In the case of the death of a relative not mentioned in Paragraph above, the employee shall be granted a one (1) day leave of absence with no loss of pay to attend the funeral. Additional days for this purpose may be charged to personal business leave with no loss of pay if the employee so elects.

#### **B. Maternity Disability And Maternity Leave**

Employees covered under this agreement, shall, at their request be allowed to use sick leave for absence due to disability connected with or resulting from childbirth. Certification of disability must be certified by the attending physician. It is recognized by the Employer and the Union that this disability will occur in most cases, for a period of sixty (60) days. Upon termination of such disability, or the complete usage of all paid sick leave, whichever occurs first, the employee must return

to work unless she requests a maternity leave of absence, which shall be granted, or resigns.

Employees shall give their Supervisors no less than thirty (30) days' notice of their intention to take maternity leave of absence.

At the expiration of any maternity leave of absence of sixty (60) days or less, the employee shall be reassigned to active duty. At the expiration of leave of more than sixty (60) days, the employee's reassignment to active duty shall be contingent upon the existence of a vacancy for which the employee is qualified.

If an employee adopts an infant child, leave of absence may be granted, with full loss of pay, until one (1) year from the date of birth of the child. Upon application, this leave may be extended to, but in no case beyond, the beginning of the scholastic year (September 1st) following the child's third (3rd) birthday.

An employee who has been on two (2) or more consecutive maternity leaves of absence which extend for a total period of more than five (5) years shall pass a test of basic skills before being reassigned to duty except as provided herein. If such employee is eligible and applies for reassignment before the expiration of a five (5) year period from the date of the beginning of her first leave and if no suitable vacancy develops until after the expiration of the five (5) year period, her leave of absence shall be extended for a period not to exceed two (2) additional years without her being required to take the test of basic skills. The effect of this will be that such an employee may be absent for a period not to exceed seven (7) years before she is required to pass a test of basic skills to be eligible for reassignment. No benefits normally earned during the work year shall accrue to the employee while she is on maternity leave.

**C. Matrimony Leave**

Leaves of absence for the purpose of marriage shall be with loss of full pay and shall not exceed ten (10) working days.

An employee may obtain a leave of absence with loss of full pay for a period not to exceed twenty-five (25) working days in any one school year to spend time with the spouse who is in military service outside the Baltimore area. Time for matrimony leave within the same school year shall be included in these twenty-five (25) days. Unless the employee returns to duty on or before the expiration date, resignation may be requested by the Employer.

**D. Military Leave**

Paraprofessionals shall be eligible for military leave of absence without pay. During the time of military leave, the employee shall receive full seniority credit for the time spent in the military and shall be placed in an equivalent position according to qualifications and experience. All employees who are members of the military or naval establishments of the United States of America or of the State of Maryland, shall be granted leave on those days during which they shall be engaged in any military or naval duty to which they shall be ordered by proper authority, not to exceed fifteen (15) calendar days in any year, with loss of half pay for the working days included in the leave.

**E. Absence for Funeral of Fellow Aide**

Two members of the paraprofessional contingent in a school may be delegated to attend the funeral of a member of the paraprofessional contingent as representing the paraprofessionals of the school.

**F. Sick Leave**

Sick leave with pay shall be granted only to full-time employees who have accrued such leave and

who are required to be absent from duty because of sickness or injury, either physical or mental.

Such sick leave shall accrue at the rate of one (1) day for each month of completed service, except that in the employee's first month of employment he must be in pay status at least one-half ( $\frac{1}{2}$ ) the number of working days in that month. Sick leave shall be accruable throughout the school year and may accumulate to a maximum of seventy (70) days. Sick leave will not be granted where there is evidence of abuse of the sick leave principle through malingering or false application for such leave.

An employee requesting sick leave shall notify his Supervisor as early as possible on the first day of such absence.

A full-time employee, upon application in writing, may be granted a leave of absence, without pay, provided said leave is recommended by the employee's physician for reasons of personal illness or disability. Such leave shall not extend beyond one (1) year from the date said leave was granted.

Up to five (5) days of accumulated sick leave may be used by the paraprofessionals in the case of illness in the immediate family as defined in Board rules.

### **Sick Leave Conversion**

#### **Sick Leave Year**

The sick leave year begins on the day immediately following the last payroll period in November and extends through the last payroll period in November of the following year.

#### **Eligibility for Conversion**

All employees who work a minimum of four (4) hours per day, five (5) days per week are eligible for sick leave conversion at the end of each sick leave year, provided that they have a minimum of

four (4) unused sick leave days which were accumulated during the preceding twelve (12) months.

#### Conversion Factor

For every four (4) days of sick leave accumulated during the year, an employee may convert one (1) day to cash, and retain the remaining three (3) days in his sick leave account.

#### Conversion Option

An employee may convert to cash all or none of the days to which he is entitled. Conversion of only some of the days to which an employee is entitled as well as conversion of partial days is **not** authorized.

#### Payment

Payment for sick leave conversion will not be included in the employee's regular salary check, but will instead be made by a separate check. These checks will be issued no later than December 24 each year, and will include the usual deductions for taxes and Social Security.

#### G. Sick Leave Bank

- a. Paraprofessionals shall be eligible to participate in the sick leave bank established for teachers in accordance with the program guidelines outlined in the Teacher's Memorandum of Understanding.
- b. One Paraprofessional and one Board Representative shall be added to the Sick Leave Bank Committee established in the Teacher's Memorandum of Understanding.

#### H. Communicable Disease Absence

An employee who is isolated because of contact with a communicable disease which requires isolation under the City Health Code but who does not have the disease himself shall be paid full salary for such time as the City Health Commissioner declares the staff member subject to isolation.



When an employee has contacted a communicable disease as defined above and there exists a substantial number of cases of that disease among those students with whom the employee has had direct contact, as determined by the school systems Medical Officer, that employee shall suffer no loss of pay or accumulated sick leave time for any days that the employee is absent from the school. Prior to approval of this leave with pay, medical verification of the employee's illness shall be required.

**I. Religious Holidays**

An employee may be absent, with loss of half pay, for the observance of traditional and customary religious holidays. Such holidays are to be interpreted as those days when members of the staff members' religious group, in the observance of their fundamental beliefs, engage in religious duties and do not carry on their regular professional or business activities. Religious holidays which occur on school holidays shall be without loss of pay.

**J. Birth of Child Absence**

An employee whose wife has given birth to a child may be absent at the time of the birth of the child without loss of pay. Such absence may not exceed one (1) day in any school year.

**K. Personal Business Leave**

An employee shall be permitted to request the use of accumulated sick leave in an amount not in excess of two (2) days per year for necessary personal business purposes. Such personal business leave shall be treated as sick leave and shall be noncumulative from one year to the next.

No request for personal business leave will be honored either the day before or after a holiday.

An employee shall be granted an additional one (1) day leave of absence each year for necessary personal business without loss of pay.

**L. Accidental Injury**

Employees who sustain injuries as the result of accidents occurring in connection with their assigned duties shall be given leave of absence without loss of pay. The length of the leave allowed shall be determined by the Board upon the recommendation of the Superintendent.

The Superintendent in his recommendation shall take into consideration the advice of the appropriate medical examiner of the Division of Disability Compensation of the City of Baltimore or other competent physicians.

**M. Jury Service**

Employees who are required to perform jury service in any Court (city, federal, county) shall be paid their regular salary, less the amount received for such jury service. The employees summoned as jurors shall notify their Supervisor immediately by memorandum and summonses are to be forwarded to the Office of Personnel.

**N. Leaves of Absence**

Any employee elected or appointed as President, or Vice-President of the Union may be granted a leave of absence, without pay, for the term of his election or appointment or any extension thereof.

**O. Graduation Exercises Absence**

Leave of absence for attendance at a senior high school or college graduation exercise may be granted an employee covered by this Agreement as follows:

A one (1) day leave without loss of pay to attend his own graduation.

A one (1) day leave of absence without loss of pay to attend the graduation exercises of spouse or child.

**P. Any paraprofessional who is engaged in an educational program and who may need a leave of**

absence for student teaching or other reasons to complete requirements for graduation shall be granted such leave without pay and shall be assured of reassignment to his former position or one comparable at the end of such leave.

- Q. Personnel on the 362 Payroll who are assigned on a twelve (12) month basis will receive 23 vacation days per annum or, 11.5 months will receive 12 vacation days per annum. An unused vacation may be carried over to the following year.

## **ARTICLE IX**

### **Summer School Employment**

In filling Summer School positions, the following criteria shall be considered by the appointing officer:

- A. A rating of satisfactory or better.
- B. Prior experience in the Baltimore City Public School System in the same classification as the one available.
- C. Length of service as a paraprofessional in the Baltimore City Public School System.
- D. Summer School salaries shall be the same as the regular school year.

## **ARTICLE X**

### **Salary Credit For Prior Experience**

- A. In determining the annual increment step of an entering employee, the Employer shall give credit for satisfactory previous school experience in the area of employment and approved satisfactory non-school experience related to the area of employment.
- B. Aides employed four (4) hours or more each day shall have their salary computed on an annual basis.
- C. Retirement benefits for employees covered by this Agreement shall be subject to the appropriate City or State legislation. It is the intention of the

parties hereto that eligible employees be enrolled and contributions on their behalf commence effective September 1, 1976.

## **ARTICLE XI**

### **No Strike Or Lockout**

- A. The Union and its members, individually and collectively, agree that during the term of this agreement, there shall be no strikes, slowups, stoppages of work, and the City agrees that there shall be no lockout.
- B. In the event of an unauthorized strike, slowup, or stoppage, the City agrees that there will be no liability on the part of the Union provided the Union promptly and publicly disavows such unauthorized strike, orders the employees to return to work, and attempts to bring about a prompt resumption of normal operations, and provided further that the Union notifies the City, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this article.
- C. In the event that such action by the Union has not effected resumption of normal work practices, the City shall have the right to discipline, by way of discharge or otherwise, any member of the Union who participates in such strike, slowup, or stoppage, and no such disciplinary action shall be subject to the grievance procedure provided for in this agreement.

## **ARTICLE XII**

### **Personnel Practices**

#### **A. Personnel Folders**

Official employee files shall be maintained in accordance with the following procedures:

- No material related to an employee's conduct, service, character, or personality shall be placed

in the file unless it is signed by the person submitting the information. The employee shall be given the opportunity to acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content. An employee's refusal to sign will be noted by the administrator and a witness.

- The employee shall have the right to answer any material filed, and his answer shall be attached to the file copy.
- By appointment with the appropriate authorized person, the employee, after proper identification, shall be permitted to examine his file. The employee shall indicate in writing, to be placed in his file, that he has examined the same.
- Only those personnel who have an official right and reason for doing so may inspect an employee's file.
- Administrators shall continue to place in an employee's file information of a positive nature indicating competencies, achievements, performances, or contributions of an academic, professional, or civic nature. Any such materials received from competent responsible outside sources shall also be included in an employee's file.
- Replies to confidential inquiries will not be made available to the employees.

#### **B. Transfer Policy**

1. When the need for transfer occurs, preference will be given to volunteers when practical.
2. Transfers may be made for valid reasons only.
3. Desires expressed by the paraprofessional.

**C. Reduction in Force**

Should it become necessary to reduce the number of employees covered by this agreement, it is agreed that said reductions shall not be the subject of grievance. Said reductions shall be made on the basis of seniority within each of the three (3) funding sources, federal, state and local. An individual's seniority shall be determined by the date of last hire in the Baltimore City Public School System. Although action taken under this paragraph shall not be the subject of a grievance, disputes as to determination of seniority may be referred to the Labor Commissioner of the City of Baltimore for final and binding decision.

**D. Whenever new programs are created, paraprofessional vacancies will be advertised.**

**E. Use as Substitute Teachers**

A paraprofessional will be asked to serve as a per diem substitute only by mutual agreement of the Principal and the employee. An employee will receive payment as a per diem substitute in accordance with the agreed upon schedule.

**F. Paraprofessional employees shall not assume the responsibilities for classroom management, instruction and the writing of lesson plans unless they are serving in a substitute teacher capacity as agreed to in this document. Paraprofessionals shall continue to maintain student logs and other similar records.**

**G. Evaluations**

All paraprofessionals shall be evaluated annually in accordance with the joint Union Board Committee recommendations which shall be implemented for the school year 1980-1981. During their first year of employment, however, paraprofessionals shall be evaluated semi-annually.

**H. Lunch Period**

Full-time employees shall receive not less than a

thirty (30) minute lunch period, except in schools with modular scheduling.

## **ARTICLE XIII**

### **Career Training Services**

- A. To insure that employees in the bargaining unit are offered an opportunity to qualify for professional advancement through experience and appropriate career training, the Board and Union agree to establish a Steering Committee composed of Paraprofessional Staff and Professional Staff to work with the Director of the Office of Staff Development. The purpose of the Committee shall be to develop an in-service training component and a tuition reimbursement component which shall be directed toward increasing the training of Paraprofessionals, improving the instruction of students', improving efficiency of operations and assisting Paraprofessionals in obtaining a Bachelor's degree in teaching. The Committee shall be responsible for the planning, implementation and evaluation of the total program. The program shall be implemented immediately upon approval of the Superintendent. To achieve this purpose the sum of \$10,000 shall be provided for the implementation of the in-service program.
- B. The Board and the Union shall make every effort to secure state and/or Federal funds so that the implementation of Career Training in-service program will be implemented during the lifetime of this Agreement.

## **ARTICLE XIV**

### **Health And Welfare**

The current level of health care benefits shall continue. The Employer and the employee percentage contributions as of June 30, 1980, shall be maintained during the term of this memorandum. Furthermore, any increases in costs during the term of this memorandum shall be shared proportionately according to these percentages.

1. Basic Plan
  - a. Blue Cross — 365 days hospitalization
  - b. Blue Cross Diagnostic Endorsement #4
  - c. Blue Shield Plan B.
2. Blue Shield Plan C.
3. Diagnostic #4.
4. Major Medical.
5. Pre and Post Natal Care.
6. Sudden and Serious Onset Coverage.
7. Optical Plan.
8. Prescription Plan (\$2.00 deductible).
9. Second Surgical Opinion.
10. Alcoholism Outpatient Treatment with 50/50 co-pay.
11. Extended Care Facility and Chronic Care Coverage.
12. Health Maintenance Organizations alternative to Blue Cross/Blue Shield Program.
13. Remove \$100 limitation for Blue Cross/Blue Shield X-Ray.
14. \$10,000 Life Insurance Coverage.

## **ARTICLE XV**

### **Discipline And Discharge**

#### **A. Discipline**

Disciplinary action may be imposed upon an employee only for good cause. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

#### **B. Discharge, Reduction in Pay or Position, or Suspension for More Than Thirty (30) Days**

The Employer shall not discharge any employee who has completed his probationary period nor shall the Employer reduce in pay or position or suspend any employee without cause which in the



opinion of the person authorized to remove or dismiss such employee may interfere with the efficient discharge of the employee's duties. The employee will be promptly notified in writing giving reasons for any discharge, reduction in pay or position, or suspension for more than thirty (30) days. The probationary period shall be for a period of one (1) year.

- C. In the event of a discharge, reduction in pay or position, or suspension for more than thirty (30) days, the management representative responsible for initiating such action, if requested, meet with the affected employee and his Union representatives within five (5) calendar days from the date of discharge, reduction, or suspension. The affected employee will have the right to appeal to the appropriate Regional Superintendent, Executive Director, Assistant Superintendent, or their designee within five (5) calendar days from the date of said meeting. The decision of the appropriate Regional Superintendent, Executive Director, Assistant Superintendent, or their designee, may be appealed to the Superintendent of Public Instruction, or his designee, within five (5) calendar days. The decision of the Superintendent of Public Instruction may be appealed within five (5) days to the Board of School Commissioners. The decision of the Board of School Commissioners shall be final and binding.

## **ARTICLE XVI**

### **Savings Clause**

If any provision of this agreement is, or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiations with the Union.

## **ARTICLE XVII**

### **Negotiations**

- A. The party submitting proposals shall separate all

new proposals from present contract items for purposes of presentation; or, he shall underscore all new language which is submitted within the context of previously adopted language.

- B. Negotiations shall be conducted in closed sessions unless both parties agree to the contrary.

## **ARTICLE XVIII**

### **General Provisions**

#### **Seniority**

- A. Seniority shall be defined as the amount of continuous service from the date of hire as a paraprofessional in the Baltimore City Public Schools.

#### **Chapter Committee**

- B. The Paraprofessionals of each school may establish a Chapter Committee, composed of not more than 5 paraprofessionals, for the purpose of meeting with the Principal and/or the administration to discuss areas of concern. The Committee, at its option, may combine its meetings with those between the Principal and the Teachers' Union Chapter Committee in the school.

## **ARTICLE XIX**

### **Compensation**

- A. 1. In the first year of this Memorandum of Understanding, all employees shall receive an across-the-board salary increase at the rate of either 7% or \$420, whichever is greater, which shall be paid as follows:
  - a) Effective September 1, 1980, a salary increase at the rate of either 5% or \$300, whichever is greater.
  - b) Effective February 1, 1981, a salary increase at the rate of either 2% or \$120, whichever is greater.
- 2. In the second year of this Memorandum of Understanding, all employees shall receive an across-the-board salary increase at the rate of

either 5% or \$300, whichever is greater, which shall be paid as follows:

- a) Effective September 1, 1981, a salary increase at the rate of either 4% or \$240, whichever is greater.
  - b) Effective February 1, 1982, a salary increase at the rate of either 1% or \$60, whichever is greater.
3. In all salary provisions in this Article, the salary for employees who work less than six (6) hours per day will be prorated according to the number of hours worked. In these calculations, seven (7) hours will be considered as the full-time work day.
- B. Effective September 1, 1980, all employees who received increment payments in accordance with Article XVIII of the FY 1979-1980 Memorandum of Understanding and, as a result, would be moved to the next higher full step on the FY 1982 Paraprofessional Salary Scales.
- C. All employees who are below the maximum step of their grade on the P62 and 362 Salary Scales and are eligible for movement on the steps of the salary scales shall be advanced on the salary scale one step, effective September 1, 1981, and one additional step, effective February 1, 1982.
- D. Any minimum wage adjustment for 1/1/80 and 1/1/81 shall be applied to the P62 salary scale.

#### **Longevity**

- E. All employees covered by this Memorandum of Understanding shall receive the following longevity increments as a percentage of the maximum step of their grade:
- 15 years of continuous City service — 2½ %
  - 20 years of continuous City service — 2%
  - 25 years of continuous City service — 2%
- F. The following classes of paraprofessionals shall be paid according to the 362 pay scale:

### **Assistant Educational**

School Libraries, Publications, Research School Facilities, Science Laboratory, Educational Supplies & Equipment, Shop, Special Services.

### **Others**

Home Visitor, Parent Liaison Worker, Exceptional Children Aide (Severely and Profoundly Handicapped).

### **Mileage Reimbursement**

- G. Staff members whose jobs require the use of private automobiles shall receive a travel allowance as follows:

effective July 1, 1980, 20 cents/mile

effective July 1, 1981, 22 cents/mile

### **College Credits**

- H. Employees on the P62 payroll will be eligible to receive additional compensation for the completion of college credits according to the following percentages:

15 credits — 2½ %

30 credits — 5 %

90 credits — 10 %

- I. Effective September 1, 1980 three hour aides shall be reclassified to four hour aides and six hour aides shall be reclassified to seven hour aides.

## **ARTICLE XX**

### **Termination, Change, or Amendment**

This agreement shall become effective on July 1, 1980. and remain in full force and effect until June 30, 1982. unless otherwise stated herein. It shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of a desire to terminate, modify or amend this agreement. Such notice shall be given to the other party in writing by registered mail no later than January 1 of the year involved.

IN WITNESS WHEREOF, the Parties hereby have caused these present to be signed and sealed the 10th day of July 1980 (Thursday).

CITY OF BALTIMORE

(S) Jeffrey A. Austin  
(S) Beryl W. Williams  
(S) John L. Crew, Sr.  
(S) Grover L. McCrea, Jr.  
(S) Joseph J. Smith  
(S) Monroe R. Saunders, Sr.  
(S) Robert L. Walker  
(S) Ruth F. Silverstone  
(S) Ann H. Jackson  
(S) Thomas M. Mobley, Jr.  
(S) Cheryl L. Curtis  
(S) Arthur S. Cohen  
(S) Alan W. Harris  
(S) Timothy M. Krus  
Howard Marshall  
Lewis H. Richardson, Jr.

BALTIMORE TEACHERS UNION,  
AMERICAN FEDERATION OF TEACHERS,  
LOCAL #340, AFL-CIO  
PARAPROFESSIONAL NEGOTIATING TEAM:

(S) Lorretta Johnson  
(S) Earlene V. Smiley  
(S) Albert L. Harris, Jr.  
Juanita Carrington  
Irene Dandridge (Recorder)  
Sarah Jones  
Shirley Kane  
Betty Pressley  
Elaine Tilghman

**P62 SALARY SCHEDULE FOR CLASSROOM AIDES, CHILDREN'S AIDES, BUS AIDES**

**Effective January 1, 1980**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
827	4693	4863	5033	5169	5532	5991
826*	4069	4215	4361	4477	4789	5180
825	3352	3474	3595	3692	3952	4280
824	2682	2779	2876	2954	3162	3424
823**	2012	2085	2158	2216	2371	2568
822	1341	1389	1438	1477	1580	1711
821	670	695	719	738	790	856

(This schedule includes retroactive minimum wage differential applied across-the-board and to be paid before 9/80).

\*Effective 9/1/80 all (826) paraprofessionals will become (827) paraprofessionals.

\*\*Effective 9/1/80 all (823) paraprofessionals will become (824) paraprofessionals.

# **P62 SALARY SCHEDULE FOR CLASSROOM AIDES, CHILDREN'S AIDES, BUS AIDES**

Effective September 1, 1980

(Increase reflects a 5% increase or \$300 whichever is greater)      Figures in parentheses = bi-weekly rate

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
827	4993 (230.10)	5163 (237.93)	5333 (245.77)	5469 (252.03)	5832 (268.76)	6291 (289.91)
826	4326 (199.36)	4472 (206.09)	4618 (212.82)	4734 (218.16)	5046 (232.54)	5437 (250.56)
825	3566 (164.34)	3688 (169.96)	3809 (175.53)	3906 (180.00)	4166 (191.99)	4494 (207.10)
824	2853 (131.48)	2950 (135.95)	3047 (140.42)	3125 (144.01)	3333 (153.60)	3595 (165.67)
823	2141 3.29 hr.	2214 3.40 hr.	2287 3.51 hr.	2345 3.60 hr.	2500 3.84 hr.	2697 4.14 hr.
822	1427	1475	1524	1563	1666	1797
821	713	738	762	781	833	899
<b>LONGEVITY</b>	16th yr. = 6448 (297.15), 21st yr. = 6577 (303.09), 26th yr. = 6709 (309.18)					

**P62 SALARY SCHEDULE FOR CLASSROOM AIDES, CHILDREN'S AIDES, BUS AIDES**

**Effective January 1, 1981**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
827	5371	5541	5711	5847	6210	6669
826	4650	4796	4942	5058	5370	5761
825	3836	3958	4079	4176	4436	4764
824	3069	3166	3263	3341	3549	3811
823	2303	2376	2449	2507	2662	2859
822	1535	1583	1632	1671	1774	1905
821	767	792	816	835	887	953



**P62 SALARY SCHEDULE FOR CLASSROOM AIDES, CHILDREN'S AIDES, BUS AIDES**

**Effective February 1, 1981**

(Increase reflects a 2% Increase or \$120 whichever is greater)

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
827	5491	5661	5831	5967	6334	6802
826	4753	4899	5045	5161	5477	5876
825	3922	4044	4165	4262	4525	4859
824	3138	3235	3332	3410	3620	3887
823	2354	2427	2500	2558	2715	2916
822	1569	1617	1666	1705	1809	1943
821	784	809	833	852	905	972

**P62 SALARY SCHEDULE FOR CLASSROOM AIDES, CHILDREN'S AIDES, BUS AIDES**

**Effective September 1, 1981**

(Increase reflects a 4% Increase or \$240 whichever is greater)

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
827	5731	5901	6071	6207	6587	7074
826	4959	5105	5251	5367	5696	6111
825	4093	4215	4336	4433	4706	5053
824	3275	3372	3469	3547	3765	4042
823	2457	2530	2603	2661	2824	3033
822	1638	1686	1735	1774	1881	2021
821	818	843	867	886	941	1011

**P62 SALARY SCHEDULE FOR CLASSROOM AIDES, CHILDREN'S AIDES, BUS AIDES**

**Effective February 1, 1982**

(Increase reflects a 1% Increase or \$60 whichever is greater)

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
827	5791	5961	6132	6269	6653	7145
826	5010	5156	5304	5421	5753	6172
825	4136	4258	4379	4477	4753	5104
824	3309	3406	3504	3582	3803	4082
823	2483	2556	2629	2688	2852	3063
822	1655	1703	1752	1792	1900	2041
821	827	852	876	895	950	1021

## (362) EDUCATIONAL ASSISTANTS

Effective September 1, 1980

(Increase reflects a 5% increase or \$300 whichever is greater)

Step	Grade 803 2 yrs. College	Grade 802 1 yr. College	Grade 801 H.S. Diploma
1	6743 (310.74)	6354 (292.82)	5980 (275.58)
2	6997 (322.45)	6610 (304.61)	6224 (286.83)
3	7270 (335.03)	6882 (317.15)	6493 (299.22)
4	7542 (347.56)	7154 (329.68)	6765 (311.76)
5	7820 (360.37)	7431 (342.45)	7043 (324.57)
6	7994 (368.39)	7607 (350.56)	7218 (332.63)
7	8365 (385.49)	7975 (367.52)	7466 (344.06)
8	8645 (398.39)	8255 (380.42)	7718 (355.67)
9	8915 (410.83)	—	—
10	9193 (423.65)	—	—
11	9472 (436.50)	—	—
12	9745 (449.08)	—	—

### LONGEVITY (362)

Years of Service	2 yrs. College	1 yr. College	H.S. Diploma
16th yr.	9989 460.33	8461 389.91	7911 364.57
21st yr.	10,189 469.54	8630 397.70	8069 371.85
26th yr.	10,393 478.95	8803 405.67	8230 379.27

Figures in  
parentheses  
equal  
bi-weekly  
rate

**(362) EDUCATIONAL ASSISTANTS****Effective February 1, 1981**

(Increase reflects a 2% Increase or  
\$120 whichever is greater)

<b>Step</b>	<b>Grade 803</b>	<b>Grade 802</b>	<b>Grade 801</b>
	<b>2 yrs. College</b>	<b>1 yr. College</b>	<b>H.S. Diploma</b>
1	6878	6481	6100
2	7137	6742	6348
3	7415	7020	6623
4	7693	7297	6900
5	7976	7580	7184
6	8154	7759	7362
7	8532	8135	7615
8	8818	8420	7872
9	9093	—	—
10	9377	—	—
11	9661	—	—
12	9940	—	—

**(362) EDUCATIONAL ASSISTANTS**

**Effective September 1, 1981**

(Increase is 4%)

<b>Step</b>	<b>Grade 803</b>	<b>Grade 802</b>	<b>Grade 801</b>
	<b>2 yrs. College</b>	<b>1 yr. College</b>	<b>H.S. Diploma</b>
1	7153	6740	6344
2	7422	7012	6602
3	7712	7301	6888
4	8001	7589	7176
5	8295	7883	7471
6	8480	8069	7656
7	8873	8460	7920
8	9171	8757	8187
9	9457	—	—
10	9752	—	—
11	10047	—	—
12	10338	—	—

**(362) EDUCATIONAL ASSISTANTS**

**Effective February 1, 1982**

**(Increase is 1%)**

<b>Step</b>	<b>Grade 803 2 yrs. College</b>	<b>Grade 802 1 yr. College</b>	<b>Grade 801 H.S. Diploma</b>
1	7225	6807	6407
2	7496	7082	6668
3	7789	7374	6957
4	8081	7665	7248
5	8378	7962	7546
6	8565	8150	7733
7	8962	8545	7999
8	9263	8845	8269
9	9552	—	—
10	9850	—	—
11	10147	—	—
12	10441	—	—

# **P62 SALARY SCHEDULE FOR CLASSROOM AIDES, CHILDREN'S AIDES, BUS AIDES**

This chart shows movement with return of increment steps.

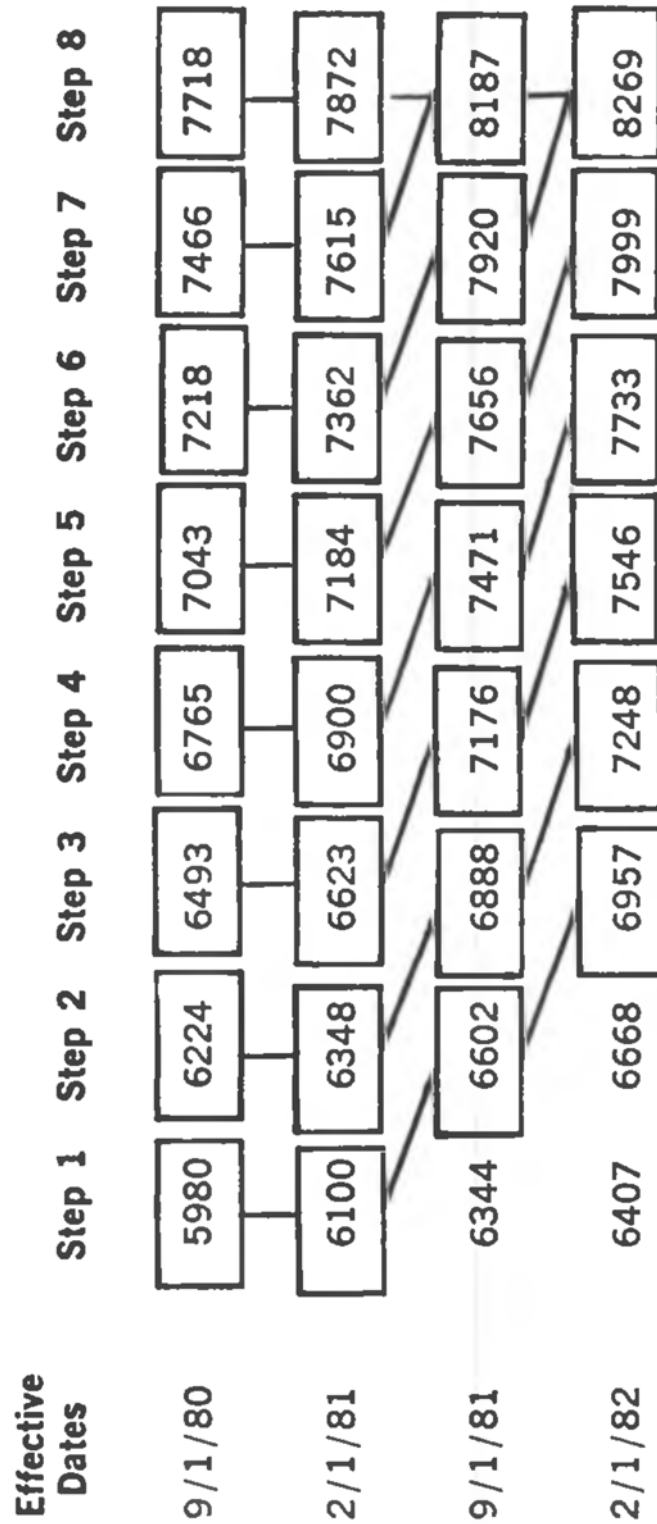
(Grade 827 Employees are used for this example)

Effective Dates	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
9/1/80	4993	5163	5333	5469	5832	6291
2/1/81	5491	5661	5831	5967	6334	6802
9/1/81	5731	5901	6071	6207	6587	7074
2/1/82	5791	5961	6132	6269	6653	7145



## (362) EDUCATIONAL ASSISTANTS

(Grade 801 Employees are used for this example)



This chart shows movement with return of increment steps.

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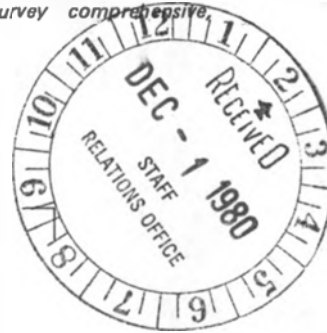
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NOVEMBER 24, 1980

This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.

Form Approved  
O.M.B. No. 044-R0003



STAFF RELATIONS OFFICE  
BALTIMORE CITY PUBLIC SCHOOLS  
3 EAST 25TH STREET  
BALTIMORE, MD. 21218

PREVIOUS AGREEMENT EXPIRED  
AUGUST 30, 1980

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

BALTIMORE MD SCHOOL COMM PARAPROFESSIONAL LU 340 WITH TEACHERS MARYLAND

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

*Janet L. Norwood*

JANET L. NORWOOD  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 2500 Represented 1760 are members.
2. Number and location of establishments covered by agreement one - Dept. of Education
3. Product, service, or type of business Education
4. If your agreement has been extended, indicate new expiration date N/A

Alan W. Harris - Director

301-396-6880

Your Name and Position

Area Code/Telephone Number

Labor Relations

Address

City/State/ZIP Code

3-E-25th St. Suite 309

Baltimore Md. 21218

*16/82*